

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE
(Residential Condominium)

KNOW ALL BY THESE PRESENTS that the undersigned Owner hereby makes, declares and imposes on the land herein described, these easements and covenants running with the title to the land, which shall be binding on the Owner, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "B," and

WHEREAS, Owner is desirous of developing the Property for residential purposes and wants to assure Miami-Dade County that the integrity of the large scale development will be built in accordance with proffered plans consistent with Section 33-31 of the Code of Miami-Dade County, and

WHEREAS, Owner may wish to convey portions of the Property from time to time, or may wish to develop the same in phases or stages, or may wish to offer the units as condominiums and is executing this instrument to assure the County that the development will not violate the Zoning Code of Miami-Dade County when it is so developed, and

WHEREAS, Owner intends to develop the buildings on the Property for sale to multiple owners or in a condominium or association format of ownership and/or in two or more phases,

County Use Only
Legal Verified _____

NOW THEREFORE, in consideration of the premises, Owner hereby freely, voluntarily and without duress agrees as follows:

1. This agreement on the part of the Owner shall constitute a covenant running with the land and will be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs, successors and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.
2. The Property will be developed in substantial conformity with the site plan entitled, " ", prepared by dated the day of , . No modification shall be effected in said site plan without the written consent of the Department of Planning, and Zoning.
3. Each phase, or stage, shall be developed in substantial accordance with said site plan.
4. Each phase, or stage of development, when standing independently or in conjunction with existing, developed, contiguous phases or stages, shall meet all zoning requirements. This section shall not be subject to a request for a variance or modification.
5. In the event multiple ownerships are created subsequent to said site plan approval, each of the subsequent owners, mortgagees, heirs, assigns and other parties in interest shall be bound by the terms, provisions and conditions of this instrument.
6. (Name of Homeowner's Association) has been created for the entire development (total property) as a master association which shall provide for the maintenance of all common areas, roadways, cross-easements and other amenities common to the entire parcel of the Property. This shall not preclude individual condominiums or associations for each phase or stage from maintaining their own buildings or other own common areas so long as said associations and condominiums, or members thereof, are members of the master association and each such condominium or association are required hereby, to be members of the master association.
7. Where necessary, and to the extent necessary, Owner hereby reserves easements and hereby grants reciprocal cross-easements to the owners of each phase or stage of development, in and over the Property for utilities, water and sewer lines, common parking areas, streets, driveways, entrance and exits, etc., so that the integrity of the development shall be maintained.
8. Owner shall provide for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health, sanitation and other public service personnel vehicles. The streets or accessways shall be installed and maintained by the Owner, including, but not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, meeting with the Planning and Zoning Director and the Public Works Director.

9. As further part of this agreement, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and investigating the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
10. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released as provided herein.
11. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument by the then Owner or Owners of all of the Property, with joinders by all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matter, after public hearing.

Should this Declaration of Restrictions be so released, amended or modified, the Director of the Department of Planning and Zoning, or his successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

12. Enforcement shall be by action against any parties or persons violating or attempting to violate any of these covenants. The prevailing party in any action or suit arising out of or pertaining to this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may determine to be reasonable for the services of his attorney. This enforcement provision is in addition to any other remedy at law, in equity or both.
13. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions, which shall remain in full force and effect.
14. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
15. In the event of a violation of this Declaration, in addition to any other remedies available, Miami-Dade County, is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.
16. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.

[Execution pages follow]